

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

In the Matter of the Interconnection Agreement Negotiations Between AT&T COMMUNICATIONS OF NEW ENGLAND, INC., and NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY, Pursuant to 47 U.S.C. § 252.

D. P. U. 96-80/81

COMMENTS OF AT&T REGARDING BELL ATLANTIC'S JUNE 14, 2000
DARK FIBER COMPLIANCE FILING

Introduction

Pursuant to the Hearing Officer's May 25, 2000 e-mail notice of schedule, AT&T hereby files these comments regarding Bell Atlantic's June 14, 2000 Dark Fiber Compliance Filing.

Since the parties met with the Department staff and the Arbitrator on February 16, 2000, AT&T and Bell Atlantic have successfully resolved many, but not all, of the issues remaining in the compliance filing. AT&T has attached hereto, as Exhibit A, a redlined copy of the Service Description showing AT&T's proposals that were rejected by Bell Atlantic. AT&T will not press its position with respect to all of the unresolved differences reflected in Exhibit A. There are a few issues, however, that are important to AT&T and require resolution by the Department. They are listed and discussed below.

Comments

Paragraph 1.1. Although Bell Atlantic agrees to make its dark fiber available to CLECs at existing splice points, Bell Atlantic has refused to make its dark fiber available to CLECs at existing termination points. There is no reason that Bell Atlantic should be allowed to restrict its provision of dark fiber where one of the ends is a termination point, rather than a splice point. The Department should require Bell Atlantic to accept the language highlighted on the attached redlined copy.

Paragraph 1.4. Bell Atlantic has proposed a fifteen business day period for it to respond to a CLEC request asking whether dark fiber is available and has refused to agree to AT&T's five business day proposal. AT&T proposed five business days in order to make the Service Description, which will become part of the AT&T/Bell Atlantic Interconnection Agreement ("Agreement") consistent with the existing language of the Agreement. (1) Under Section 2.9.9 of the Agreement, Bell Atlantic is explicitly required to respond to requests for information regarding the

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availability of dark fiber within clearly specified time periods. Where the requests relate to a single wire center, Bell Atlantic must respond within five business days. Thus, Bell Atlantic should not be allowed to change unilaterally its obligations under a previously negotiated and agreed upon provision of the Agreement. (2) A copy of Section 2.9.9 is attached hereto as Exhibit B.

Paragraph 1.5. This paragraph has been added by Bell Atlantic purportedly to implement the Department's order that Bell Atlantic provide a fiber layout map for a wire center upon CLEC request. The language proposed by Bell Atlantic leaves out two highly material elements without which Bell Atlantic's obligation to provide a fiber layout map is essentially meaningless: (1) there is no time period within which Bell Atlantic must provide such a map; and (2) there is no specification of the type of information that would be on such a map.

AT&T's proposed language highlighted in the attached redlined copy is a modest effort to impose some type of time requirement to make Bell Atlantic's obligation real. AT&T has not even proposed a time limit within which Bell Atlantic must provide the fiber layout map itself. AT&T asks merely that Bell Atlantic provide the CLEC with a written estimate of the time and cost associated with creating the map within five business days of receipt of a written request. An obligation to provide a fiber layout map is meaningless without some type of time period requirement within which Bell Atlantic must act. The Department should require Bell Atlantic to accept the modest proposal that AT&T has made.

The second material omission in Bell Atlantic's Service Description is the type of information that will be on the "fiber layout map." Although AT&T has not proposed specific language for the service description, it has proposed in writing to Bell Atlantic specific types of information that should be included on the fiber layout map in order for the map to be of any use. Bell Atlantic has not responded. While it appears that this issue is still subject to negotiation, in order to avoid waiving any rights AT&T lists in Exhibit C, attached hereto, the types of information it believes should be included on the fiber layout map.

Paragraph 1.9. This paragraph provides that Bell Atlantic will initiate a "field survey" to verify the information that Bell Atlantic provided to the CLEC from its records regarding the availability of dark fiber. Bell Atlantic wants to charge the CLEC for the field survey even when the field survey shows that Bell Atlantic's cable records are inaccurate and that, contrary to the information in the records, there is no dark fiber available. Since the CLEC would not have requested the field survey if Bell Atlantic records had accurately shown that no dark fiber is available, the CLEC should not have to pay for the field survey.

Conclusion.

For the reasons stated above, the Department should require Bell Atlantic to file a Dark Fiber Service Description that includes both the changes shown on the redlined copy in Exhibit A, and a description of the information that will be on the fiber layout map in accordance with Exhibit C.

Respectfully submitted,

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Dated: June 21, 2000

CERTIFICATE OF SERVICE

I hereby certify that I caused a true copy of the above document to be served upon the attorney of record for each other party on June 21, 2000.

1. 1 This proceeding is the arbitration of an interconnection agreement. It is not a tariff proceeding.

2. 2 Under the Agreement, for requests relating to more than one wire center, Bell Atlantic has a fifteen business day period within which to respond. AT&T would not object to further language in the Service Description indicating that Bell Atlantic must respond to all other orders within fifteen business days.